

REMARKS

Applicant thanks the Examiner for the courtesy extended to her during the Interview which took place on March 4, 2008. Applicant adopts in its entirety the Substance of the Interview statement contained in the Interview Summary mailed on March 26, 2008.

By the foregoing Amendment, Claims 1, 14 and 17 are amended and Claims 2, 3, 15 and 16 are cancelled. Entry of the Amendment, and favorable consideration thereof, is earnestly requested. Claims 1, 4-14 and 17-26 are currently pending.

The Examiner has objected to the declaration as being defective. It appears that the last two lines of page 1 of the Declaration and Power of Attorney contained in the PAIR database has been cut off. Applicant is submitting herewith a copy of the Declaration and Power of Attorney originally signed by Applicant with the last two lines of page 1 not cut off.

Claims 1-13 stand rejected under 35 U.S.C. 112, second paragraph, as being indefinite for failing to particularly point out and distinctly claim the subject matter which Applicant regards as the invention. More specifically, the Examiner has expressed concern over the term "manually prepared".

This rejection under 35 U.S.C. 112, second paragraph, was discussed in detail during the Interview of March 4, 2008, and Applicant believes that an agreement was reached to withdraw this rejection. More specifically, the following claim terminology was discussed: "...computer executable instructions embodied on a computer readable medium for generating and transmitting to the at least one identified appropriate broker requests for manually prepared proposals individually tailored to the client..." It was discussed that the computer executable instructions (automatically) generate and transmit the requests, and that the requests are for (i.e. they are seeking) manually prepared proposals individually tailored to the client. Thus, it was discussed that the requests generated and transmitted by the computer executable instructions *are being sent to real people* so the real people can manually prepare the proposals. In summary, (1) the requests are automatically created by computer executable instructions, and (2) the proposals are manually prepared by real people. Thus, Applicant believes that Claims 1-13 satisfy the requirements of 35 U.S.C. 112.

The Examiner has rejected all claims under 35 U.S.C. §103 as being unpatentable primarily over Lockwood (U.S. Patent No. 4,567,359) in view of Igloe (U.S. Patent Application Publication No. 2002/0026334). Applicant asks the

Examiner to reconsider these rejections in view of the above Amendments and the below Remarks.

As discussed during the Interview which took place on March 4, 2008, all claims of the present application share a number of common elements, including the following: (i) that information be received from a client, (ii) that the received information be compared with data stored on a database to identify appropriate broker(s), (iii) that requests for manually prepared proposals be generated and transmitted to the identified appropriate broker(s), (iv) that proposals be received back from the identified appropriate brokers (i.e., after they have been manually prepared by the broker(s)), and (v) that the proposals received from broker(s) be transmitted to the client. Thus, as discussed, the present invention *matches* clients with broker(s) appropriate for client's needs based on benchmarks, and also *acts as a liaison* between human client and matched human broker(s) (i.e., there is a human on both ends, with the present invention in the middle).

On the other hand, Lockwood (the main cited reference) discloses a system that acts in a completely different way. In the Lockwood system: (a) information is received from a client, (b) the information received from the client is transmitted from one part of the system (i.e., terminal 44) to another part of the system (i.e., processing center 1), (c) the information is compared with data stored on a

database, and quote(s) (i.e., proposal(s)) are automatically generated, and (d) the quote(s) (i.e., proposal(s)) are transmitted from one part of system (i.e., processing center 1) to another part of system (i.e., terminal 44) and displayed to the client.

Thus, Lockwood does not *match* clients with broker(s) appropriate for the clients' needs based on benchmarks, and then transmit requests to those identified broker(s). Instead, the prior art generates quotations for "each participating company". Moreover, Lockwood does not *act as a liaison* between human client and matched human broker(s). In Lockwood, there is not a human on both ends, with the prior art system in the middle. Instead, the Lockwood system completely replaces human(s) on the broker side with automated quote (i.e., proposal) generation.

Moreover, as discussed with the Examiner during the Interview, Applicant has amended Claims 1 and 14 to even more clearly distinguish Lockwood. More specifically, as the Examiner suggested as a way of obviating the current rejections, Claims 1 and 14 have been amended to incorporate the limitations of Claims 2 and 3 and 15 and 16, respectively, such that all claims now require that matching be based on SIC codes indicative of the business type of the client. The Examiner agreed that these amendments would overcome the current rejections by distinguishing Lockwood and highlighting that the present invention is

performing active matching, and further that the present invention is acting as a liaison between a client and a broker, rather than replacing the broker side. Thus, as discussed during the interview, all Claims, as amended, now even better highlight the fact that the present invention is not merely a "Progressive Insurance Company type" system, as is Lockwood.

Furthermore, Applicant respectfully submits that neither Igoe nor any of the cited tertiary references disclose, teach or suggest anything that would lead one skilled in the art to modify Lockwood to arrive at the present invention, as claimed.

For the foregoing reasons, Applicant respectfully submits that all pending claims, namely Claims 1, 4-14 and 17-26, are patentable over the references of record, and earnestly solicits allowance of the same.

Respectfully submitted,

April 4, 2008

/Todd M. Oberdick /
Todd M. Oberdick, Reg. No. 44,268
ST. ONGE STEWARD JOHNSTON & REENS LLC
986 Bedford Street
Stamford, Connecticut 06905-5619
(203) 324-6155
Attorneys for Applicant